

## TRUTH IN SAVINGS DISCLOSURE

Terms following a ☐ apply only if checked.

Acct: Secure Checking

Acct #: \_\_\_\_\_

Date: \_\_\_\_\_

☒ The interest rate and annual percentage yield stated below are accurate as of the date printed above. If you would like more current rate and yield information please call us at 815-235-2711.

This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural and the plural includes the singular.

We reserve the right to at any time require not less than \_\_\_\_\_ days notice in writing before any withdrawal from an interest bearing account.

### ☐ FIXED RATE

☐ The interest rate for your account is \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %. We will pay this rate \_\_\_\_\_ . We will not decrease this rate unless we first give you at least 30 days notice in writing.

☐ The interest rate and annual percentage yield for your account depend upon the applicable rate tier. We will pay these rates \_\_\_\_\_ .

We will not decrease these rates unless we first give you at least 30 days notice in writing.

### ☐ VARIABLE RATE

☐ The interest rate for your account is \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %. Your interest rate and annual percentage yield may change.

☐ The interest rate and annual percentage yield for your account depend upon the applicable rate tier. The interest rate and annual percentage yield for these tiers may change.

#### Determination of rate

☐ At our discretion, we may change the interest rate on your account.

☐ The interest rate for your account \_\_\_\_\_ .

☐ The fixed initial rate is not determined by this rule.

☐ The initial interest rate on your account \_\_\_\_\_ .

Subsequent rates \_\_\_\_\_ .

### Frequency of rate change

☐ We may change the interest rate on your account \_\_\_\_\_ .

☐ Your initial interest rate will not change \_\_\_\_\_ .

We may change the interest rate on your account at that time and \_\_\_\_\_ thereafter.

### Limitations on rate changes

☐ The interest rate for your account will not \_\_\_\_\_ by more than \_\_\_\_\_ each \_\_\_\_\_ .

☐ The interest rate will not be less than \_\_\_\_\_ % or more than \_\_\_\_\_ %.

☐ The interest rate will not \_\_\_\_\_ .

the interest rate initially disclosed to you.

### Minimum Balance Requirements

☒ *To open the account.* You must deposit at least \$25.00 \_\_\_\_\_ to open this account.

☐ *To avoid imposition of fees.*

To avoid the imposition of the \_\_\_\_\_ you must meet \_\_\_\_\_ following requirements:

☐ A \_\_\_\_\_ of \$ \_\_\_\_\_ will be imposed every \_\_\_\_\_ if the balance in the account falls below \$ \_\_\_\_\_ any day of the \_\_\_\_\_ .

☐ A \_\_\_\_\_ of \$ \_\_\_\_\_ will be imposed every \_\_\_\_\_ if the average daily balance for the \_\_\_\_\_ falls below \$ \_\_\_\_\_ . The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

The period we use is \_\_\_\_\_ .

To avoid the imposition of the \_\_\_\_\_ you must meet \_\_\_\_\_ following requirements:

☐ A \_\_\_\_\_ of \$ \_\_\_\_\_ will be imposed for \_\_\_\_\_ transaction (withdrawal, check paid, automatic transfer or payment out of your account) if the balance in the account

falls below \$ \_\_\_\_\_ any day of the \_\_\_\_\_ .

☐ A \_\_\_\_\_ of \$ \_\_\_\_\_ will be imposed for \_\_\_\_\_ transaction (withdrawal, check paid, automatic transfer or payment out of your account) if the average daily balance for the \_\_\_\_\_ falls below \_\_\_\_\_ .

\$ \_\_\_\_\_. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

The period we use is \_\_\_\_\_.

☐ To obtain the annual percentage yield disclosed.

☐ You must maintain a minimum balance of

\$ \_\_\_\_\_ in the account each day to obtain the disclosed annual percentage yield.

☐ You must maintain a minimum average daily balance of \$ \_\_\_\_\_ to obtain the disclosed annual percentage yield. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

The period we use is \_\_\_\_\_.

#### Compounding and Crediting

☐ Frequency - Interest \_\_\_\_\_ be compounded \_\_\_\_\_. Interest will be \_\_\_\_\_.

☐ Effect of closing an account - If you close your account before interest is credited, you \_\_\_\_\_ receive the accrued interest.

#### Balance Computation Method

☐ Daily Balance Method. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

☐ Average Daily Balance Method. We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

The period we use is \_\_\_\_\_.

#### Accrual of interest on noncash deposits

☐ Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

☐ Interest begins to accrue \_\_\_\_\_.

you deposit noncash items (for example, checks).

#### Bonuses

☐ You will \_\_\_\_\_ as a bonus \_\_\_\_\_.

☐ You must maintain a minimum \_\_\_\_\_ of \$ \_\_\_\_\_ to obtain the bonus.

☐ To earn the bonus, \_\_\_\_\_.

#### Transaction Limitations

☐ The minimum amount you may deposit is

\$ \_\_\_\_\_.

☐ The minimum amount you may withdraw is

\$ \_\_\_\_\_.

☐ During any \_\_\_\_\_, you may not make more than \_\_\_\_\_ withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party.

☐ \_\_\_\_\_.

☐ You may only make \_\_\_\_\_ deposits into your account each statement cycle.

☐ You may only make \_\_\_\_\_ ATM \_\_\_\_\_ your account each statement cycle.

☐ You may only make \_\_\_\_\_ preauthorized transfers \_\_\_\_\_ your account each statement cycle.

#### Additional Terms

Secure Features: 1)Triple Bureau Credit File Monitoring- Monitors daily & alerts key changes to Equifax, Experian & TransUnion, with access to your score & 3-in-1 credit report.

Registration/Activation required. 2)Resolution Services- Toll-free access to dedicated fraud recovery specialists who will assist to reclaim your identity. 3)Up to \$10,000 Identity Fraud Expense Reimbursement Coverage- For expenses associated to clear your name & repair credit. 4)Online Identity Theft News Center- Resources to protect your identity. 5)Total Identity Monitoring- Monitors over 1,000 non-credit databases where identity theft could be evident. Registration/Activation required. 6)Cellular Telephone Protection- Recieve up to \$300 replacement/repair costs if your phone is stolen or damaged. 7)\$10,000 Accidental Death & Dismemberment Insurance- Recieve up to \$10,000 24-hr. accidental death & dismemberment coverage: Reduces 50% at age 70 & joint accts divide equally.

Secure Checking Monthly Fee: \$3.95

Paper Statement Monthly Fee: \$3.00

ATM Fee Reimbursement: We'll pay you for non-network fees.

Maximum \$5.00/ATM fee & \$20.00/Statement Cycle.

## ELECTRONIC FUND TRANSFERS

### YOUR RIGHTS AND RESPONSIBILITIES

The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Some of these may not be available at all terminals. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

#### TYPES OF TRANSFERS, FREQUENCY AND DOLLAR LIMITATIONS

☒ (a) **Prearranged Transfers.**

- ☒ Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your ☒ checking and/or ☒ savings account(s).
- ☒ Preauthorized payments. You may make arrangements to pay certain recurring bills from your ☒ checking and/or ☒ savings account(s).

☐ \_\_\_\_\_

☐ (b) **Telephone Transfers.** You may access your account(s) by telephone at \_\_\_\_\_ using a touch tone phone, your account numbers, and \_\_\_\_\_ to:

- ☐ Transfer funds from checking to savings
- ☐ Transfer funds from savings to checking
- ☐ Transfer funds from \_\_\_\_\_ to \_\_\_\_\_
- ☐ Transfer funds from \_\_\_\_\_ to \_\_\_\_\_
- ☐ Make payments from checking to loan accounts with us
- ☐ Make payments from \_\_\_\_\_ to \_\_\_\_\_
- ☐ Make payments from \_\_\_\_\_ to \_\_\_\_\_
- ☐ Get checking account(s) information
- ☐ Get savings account(s) information
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_

☒ (c) **ATM Transfers.** You may access your account(s) by ATM using your Debit Card

\_\_\_\_\_ and personal identification number to:

- ☐ Make deposits to checking accounts
- ☐ Make deposits to savings accounts
- ☒ Get cash withdrawals from checking accounts you may withdraw no more than \$300.00 per day
- ☒ Get cash withdrawals from savings accounts you may withdraw no more than \$300.00 per day
- ☒ Transfer funds from savings to checking
- ☒ Transfer funds from checking to savings
- ☐ Transfer funds from \_\_\_\_\_ to \_\_\_\_\_
- ☐ Make payments from checking account to \_\_\_\_\_

☐ Make payments from \_\_\_\_\_ to \_\_\_\_\_

- ☒ Get checking account(s) information
- ☒ Get savings account(s) information
- ☒ ATM use not available for Health Savings Account Debit Cards

☐ \_\_\_\_\_

☒ (d) **Point-Of-Sale Transactions.**

Using your card:

- ☒ You may access your ☒ checking account ☐ \_\_\_\_\_ account(s) to purchase goods (☒ in person, ☒ by phone, ☒ by computer), pay for services (☒ in person, ☒ by phone, ☒ by computer), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.
- ☒ You may not exceed more than \$ 750 in transactions per day .

☐ \_\_\_\_\_

☒ (e) **Computer Transfers.** You may access your account(s) by computer by enrolling in the online banking service

\_\_\_\_\_ and using your User ID and Password \_\_\_\_\_ to:

- ☒ Transfer funds from checking to savings
- ☒ Transfer funds from savings to checking
- ☐ Transfer funds from \_\_\_\_\_ to \_\_\_\_\_
- ☐ Transfer funds from \_\_\_\_\_ to \_\_\_\_\_
- ☒ Make payments from checking to loan accounts with us
- ☒ Make payments from savings to loan accounts with us
- ☐ Make payments from \_\_\_\_\_ to \_\_\_\_\_
- ☒ Get checking account(s) information
- ☒ Get savings account(s) information

☐ \_\_\_\_\_

☐ \_\_\_\_\_

☒ **(f) Mobile Banking Transfers.** You may access your account(s) by web-enabled cell phone by enrolling in Mobile Banking service and using your password, account type description & text messaging command to:

- ☒ Transfer funds from checking to savings
- ☒ Transfer funds from savings to checking
- ☒ Transfer funds from deposit account or line of credit to a deposit account or line of credit
- ☐ Transfer funds from \_\_\_\_\_ to \_\_\_\_\_
- ☒ Make payments from checking to loan accounts with us
- ☒ Make payments from Bill Pay to loaded Bill Pay payee
- ☒ Make payments from savings to loans
- ☒ Get checking account(s) information
- ☒ Get savings account(s) information
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☒ payments made by paper check to specified payees (as disclosed separately) will not be subject to these Electronic Fund Transfer Rules.
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☒ You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

☒ **(g) Electronic Fund Transfers Initiated By Third Parties.** You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via

some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- ☐ **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills. You may:
  - ☐ Not exceed more than \_\_\_\_\_ payments by electronic check per \_\_\_\_\_.
  - ☐ Make payments by electronic check from \_\_\_\_\_ . Payments are limited to \_\_\_\_\_ per \_\_\_\_\_.
- ☐ **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds. You may:
  - ☐ Make no more than \_\_\_\_\_ payments per \_\_\_\_\_ for electronic payment of charges for checks returned for insufficient funds.
  - ☐ Make electronic payment of charges for checks returned for insufficient funds from \_\_\_\_\_ . Payments are limited to \_\_\_\_\_ per \_\_\_\_\_.
- ☐ \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

#### GENERAL LIMITATIONS

In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- ☒ Transfers or withdrawals from a savings/money market account to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party, are limited to 6 \_\_\_\_\_ per month . If you exceed the transfer limitations set forth above, your account shall be subject to closure.
- ☒ \$5.00 for each third party withdrawal and/or each check withdrawal in excess of 6 per month
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

## FEES

- ☐ We charge \_\_\_\_\_ each \_\_\_\_\_  
\_\_\_\_\_ to our customers whose accounts  
are set up to use \_\_\_\_\_.
- ☐ We charge \_\_\_\_\_ each \_\_\_\_\_  
\_\_\_\_\_ but only if the \_\_\_\_\_  
\_\_\_\_\_ balance in the \_\_\_\_\_  
\_\_\_\_\_ falls below \_\_\_\_\_  
\_\_\_\_\_ during the \_\_\_\_\_.
- ☐ \_\_\_\_\_
- ☒ PopMoney® Next Day Fee: \$2.00 maximum per transfer

Except as indicated above, we do not charge for Electronic Fund Transfers.

**ATM Operator/Network Fees:** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

## DOCUMENTATION

**(a) Terminal Transfers.** You can get a receipt at the time you make a transfer to or from your account using a(n)

- ☒ automated teller machine  
☒ point-of-sale terminal.

☒ You may not get a receipt if the amount of the transfer is \$15 or less.

**(b) Preauthorized Credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the telephone number listed below to find out whether or not the deposit has been made.

**(c) In addition,**

- ☒ You will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.
- ☐ You will get a quarterly statement from us on your savings account if the only possible electronic transfer to or from the account is a preauthorized credit.
- ☐ If you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook.

## PREAUTHORIZED PAYMENTS

**(a) Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call or write us at the telephone number or address listed in this disclosure, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

☒ We charge \$30.00 \_\_\_\_\_ for each stop payment.

**(b) Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

**(c) Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## FINANCIAL INSTITUTION'S LIABILITY

**(a) Liability for failure to make transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- ◆ If, through no fault of ours, you do not have enough money in your account to make the transfer.
- ◆ If the transfer would go over the credit limit on your overdraft line.
- ◆ If the automated teller machine where you are making the transfer does not have enough cash.
- ◆ If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- ◆ If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- ◆ There may be other exceptions stated in our agreement with you.

## CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) ☐ if you give us written permission.  
☒ as explained in the separate Privacy Disclosure.  
☐ \_\_\_\_\_

## UNAUTHORIZED TRANSFERS

**(a) Consumer Liability.** Tell us at once if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission. Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

☐ **Visa® Debit Card.** Additional Limits on Liability for

Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by Visa. Visa is a registered trademark of Visa International Service Association.

☒ **Mastercard® Debit Card.** Additional Limits on Liability for Checking Accounts & Health Savings Accounts

You will not be liable for any unauthorized transactions using your Mastercard debit card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

☐ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed at the end of this disclosure. You should also call the number or write to the address listed at the end of this disclosure if you believe a transfer has been made using the information from your check without your permission.

### ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days if involving a Visa® point-of-sale transaction processed by Visa or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if involving a Visa point-of-sale transaction processed by Visa or 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

**ADDITIONAL INFORMATION:**

Health Savings Accounts (HSA) - We permit you (as described below) to access your HSA with a card. This service is offered for the convenience of managing your HSA. However, electronically accessing your HSA - for example, getting additional cash back on an HSA debit card transaction - can raise a variety of tax concerns. As a result, before electronically accessing your HSA make sure you are using the correct card. Also, it is your responsibility to ensure the contributions, distributions, and other actions related to your HSA, comply with the law, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA. The terms of this disclosure are intended to work in conjunction with the HSA Agreement provided to you earlier. In the event of a conflict, the terms of the HSA Agreement control. You understand that your HSA is intended to be used for payment of qualified medical expenses. It is your responsibility to satisfy any tax liability resulting from use of your HSA for any purpose other than payment or reimbursement of qualified medical expenses. We do not monitor the purpose of any transaction to or from your HSA. Nor are we responsible for ensuring your eligibility for making contributions or ensuring withdrawals are used for payment or reimbursement of qualified medical expenses. Refer to your HSA Agreement for more information relating to the use of your HSA.

Bill Payment service - types of transfers- You may access this service by computer at [www.fsbil.com](http://www.fsbil.com) and using your user name and password.

You may access this service to:

make payments from your checking account(s) to Utilities, mortgage payments, loans, brokerages, credit card, and insurance payments are among typical payments. (Some payments made by paper check will not be subject to this Electronic Fund Transfers disclosure, as disclosed separately.

*By signing below customer acknowledges receipt of pages 1, 2, 3, 4 and 5 of this notice:*

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*Signed*

*Dated*

**INSTITUTION** (name, address, telephone number, business days)

Forreston State Bank  
200 W Main PO Box 278  
Forreston, IL 61030-0278  
200 W Main PO Box 278

Monday through Friday during business hours, except on Holidays

# Terms and Conditions of Your Account

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**(1) Important Information about Procedures for Opening a New Account.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**(2) Agreement.** This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue

to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of Illinois and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

1. summarize some laws that apply to common transactions;
2. establish rules to cover transactions or events which the law does not regulate;



3. establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
4. give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

**(3) Liability.** You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

**(4) Deposits.** We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

#### **(5) Withdrawals.**

**Generally.** Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Postdated Checks.** A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**Checks and Withdrawal Rules.** If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or

transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**A Temporary Debit Authorization Hold Affects Your Account Balance.** On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money, which may be more than the actual amount of your purchase. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it may be up to three days before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your

account if the amount of the hold had been equal to the amount of your purchase.

Here is an example of how this can occur - assume for this example the following: (1) you have opted-in to our overdraft services for the payment of overdrafts on ATM and everyday debit card transactions, (2) we pay the overdraft, and (3) our overdraft fee is \$35 per overdraft, but we do not charge the overdraft fee if the transaction overdraws the account by less than \$10.

You have \$120 in your account. You swipe your card at the card reader on a gasoline pump. Since it is unclear what the final bill will be, the gas station's processing system immediately requests a hold on your account in a specified amount, for example, \$80. Our processing system authorizes a temporary hold on your account in the amount of \$80, and the gas station's processing system authorizes you to begin pumping gas. You fill your tank and the amount of gasoline you purchased is only \$50. Our processing system shows that you have \$40 in your account available for other transactions ( $\$120 - \$80 = \$40$ ) even though you would have \$70 in your account available for other transactions if the amount of the temporary hold was equal to the amount of your purchase ( $\$120 - \$50 = \$70$ ). Later, another transaction you have authorized is presented for payment from your account in the amount of \$60 (this could be a check you have written, another debit card transaction, an ACH debit or any other kind of payment request). This other transaction is presented before the amount of the temporary hold is adjusted to the amount of your purchase (remember, it may take up to three days for the adjustment to be made). Because the amount of this other transaction is greater than the amount our processing system shows is available in your account, our payment of this transaction will result in an overdraft transaction. Because the transaction overdraws your account by \$20, your account will be assessed the overdraft fee of \$35 according to our overdraft fee policy. You will be charged this \$35 fee according to our policy even though you would have had enough money in your account to cover the \$60 transaction if your account had only been debited the amount of your purchase rather than the amount of the temporary hold or if the temporary hold had already been adjusted to the actual amount of your purchase.

**Overdrafts.** You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as

an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

**Multiple Signatures, Electronic Check Conversion, and Similar Transactions.** An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

**Notice of Withdrawal.** We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit or demand deposit, or from any other savings account as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

#### **(6) Ownership of Account and Beneficiary**

**Designation.** These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Individual Account.** This is an account in the name of one person.

**Joint Account - With Survivorship.** (*And Not As Tenants In Common*). This is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

**Joint Account - No Survivorship.** (*As Tenants In Common*). This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal.

**Revocable Trust or Pay-On-Death Account.** If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries of either of these account types cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of the owner(s) of the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either a Pay-On-Death or Revocable Trust account reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

#### **(7) Business, Organization, and Association**

**Accounts.** Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

**(8) Stop Payments.** Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stoppayment order must precisely identify the number, date, and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the

payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**(9) Telephone Transfers.** A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

**(10) Amendments and Termination.** We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

**(11) Notices.** Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

## **(12) Statements.**

**Your Duty to Report Unauthorized Signatures, Alterations, and Forgeries.** You must examine your

statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your Duty to Report Other Errors.** In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors Relating to Electronic Fund Transfers or Substitute Checks** (*For consumer accounts only*). For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**(13) Direct Deposits.** If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also

use any other legal remedy to recover the amount of our liability.

**(14) Temporary Account Agreement.** If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**(15) Setoff.** We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity, or (d) setoff is prohibited by the Military Lending Act or its implementing regulations. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

**(16) Check Processing.** We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

**(17) Check Cashing.** We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**(18) Truncation, Substitute Checks, and Other Check Images.** If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

**(19) Remotely Created Checks.** Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

**(20) Unlawful Internet Gambling Notice.** Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

**(21) ACH and Wire Transfers.** This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**(22) Facsimile Signatures.** Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

**(23) Authorized Signer (Individual Accounts only).** A single individual is the owner. The Authorized Signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the Authorized Signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the Authorized Signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the Authorized Signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept a Authorized Signer.

**(24) Restrictive Legends or Indorsements.** The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive

legends, restrictive indorsements or other special instructions on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks.

**(25) Account Transfer.** This account may not be transferred or assigned without our prior written consent.

**(26) Indorsements.** We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g., additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.

|                        |                |
|------------------------|----------------|
| Name                   | 7654           |
| Address, City, State   | _____20_____   |
| Pay to the order of    | _____ \$ _____ |
|                        | _____ dollars  |
| Bank Name and Location | _____          |
| Memo                   | _____          |
| ⑆ 2 3 4 5 6 7 8 9 ⑆    | 7654           |

↑ FRONT OF CHECK

\_\_\_\_\_ TRAILING EDGE

↓ YOUR INDORSEMENT MUST BE WITHIN THIS AREA

|            |   |
|------------|---|
| ← 1 1/2" → | Keep your indorsement out of this area. |
|------------|---|

BACK OF CHECK

It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement, or information you have printed on the back of the check obscures our indorsement. These indorsement guidelines apply to both personal and business checks.

**(27) Death or Incompetence.** You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

**(28) Fiduciary Accounts.** Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**(29) Credit Verification.** You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

**(30) Legal Actions Affecting Your Account.** If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

**(31) Security.** It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment. You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

Except for consumer electronic funds transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

**(32) Telephonic Instructions.** Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

**(33) Monitoring and Recording Telephone Calls and Consent to Receive Communications.** We may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording. We need not remind you of our recording before each phone conversation.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we must first obtain your consent to contact you about your account because we must comply with the consumer protection

provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- ◆ Your consent is limited to this account, and as authorized by applicable law and regulations.
- ◆ Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).

With the above understandings, you authorize us to contact you regarding this account throughout its existence using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

**(34) Claim of Loss.** If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**(35) Early Withdrawal Penalties** *(and involuntary withdrawals)*. We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

**(36) Address or Name Changes.** You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

**(37) Resolving Account Disputes.** We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

**(38) Waiver of Notices.** To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit a check and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

**(39) Additional Terms.**



# FACTS

## WHAT DOES FORRESTON STATE BANK DO WITH YOUR PERSONAL INFORMATION?

### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and transaction history
- account balances and overdraft history
- payment history and account transactions

When you are *no longer* our customer, we continue to share your information as described in this notice.

### How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Forreton State Bank chooses to share; and whether you can limit this sharing.

| Reasons we can share your personal information  | Does Forreton State Bank Share? | Can you limit this sharing? |
|---|---------------------------------|-----------------------------|
| <b>For our everyday business purposes-</b><br>such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | Yes                             | No                          |
| <b>For our marketing purposes-</b><br>to offer our products and services to you   | No                              | We don't share              |
| <b>For joint marketing with other financial companies</b>   | No                              | We don't share              |
| <b>For our affiliates' everyday business purposes-</b><br>information about your transactions and experiences   | No                              | We don't share              |
| <b>For our affiliates' everyday business purposes-</b><br>information about your creditworthiness   | No                              | We don't share              |
| <b>For our affiliates to market to you</b>  | No                              | We don't share              |
| <b>For nonaffiliates to market to you</b>   | No                              | We don't share              |

### Questions?

Call 815-235-2711 or go to [www.fsbil.com](http://www.fsbil.com)

## Who we are

|                               |                      |
|-------------------------------|----------------------|
| Who is providing this notice? | Forreston State Bank |
|-------------------------------|----------------------|

## What we do

|  |  |
|--|--|
| How does Forreston State Bank protect my personal information? | <p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.</p>  |
| How does Forreston State Bank collect my personal information? | <p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• open an account or deposit money</li> <li>• pay your bills or use your credit or debit card</li> <li>• apply for a loan</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>   |
| Why can't I limit all sharing?                                 | <p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes -- information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p> |

## Definitions

|                 |  |
|-----------------|--|
| Affiliates      | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Forreston State Bank has no affiliates.</li> </ul>   |
| Nonaffiliates   | <p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• Forreston State Bank does not share with nonaffiliates so they can market to you.</li> </ul> |
| Joint marketing | <p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• Forreston State Bank doesn't jointly market.</li> </ul>                     |

## Other Important Information

**For Alaska, Illinois, Maryland and North Dakota Customers.** We will not share personal information with nonaffiliates either for them to market to you or for joint marketing - without your authorization.

**For California Customers.** We will not share personal information with nonaffiliates either for them to market to you or for joint marketing - without your authorization. We will also limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us.

**For Massachusetts, Mississippi and New Jersey Customers.** We will not share personal information from deposit or share relationships with nonaffiliates either for them to market to you or for joint marketing - without your authorization.

**For Vermont Customers.** We will not share personal information with nonaffiliates either for them to market to you or for joint marketing - without your authorization, and we will not share personal information with affiliates about your creditworthiness without your authorization.

# REGULATION CC FUNDS AVAILABILITY DISCLOSURE

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**Forreston State Bank**  
200 Main Street | P. O. Box 278 | Forreston, IL 61030  
996 West Fairview Road | Freeport, IL 61032  
717 North Kent Road | P.O. Box 79 | Kent, IL 61044

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**YOUR ABILITY TO WITHDRAW FUNDS AT FORRESTON STATE BANK.** Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. However, funds from electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and/or we will use them to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 4:00pm at the bank, or before 9:00pm by Internet Banking and/or Mobile Banking transfer, on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 4:00pm at the bank, after 9:00pm by Internet Banking and/or Mobile Banking transfer, or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**Reservation of Right to Hold.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposit, however, may be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

**Longer Delays May Apply.** We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- We believe a check you deposit will not be paid.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you **if we** delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the ninth business day after the day of your deposit.

**Holds On Other Funds.** If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

**Special Rules For New Accounts.** If you are a new customer, the following special rules will apply during the first 30 days your account is open:

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from deposits of checks drawn on Forreston State Bank will be available on the same business day as the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

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## **NOTICE REGARDING INACCURATE INFORMATION**

**As a participant in the consumer reporting system, we furnish information about our experience with you to consumer reporting agencies. These consumer reports allow us to make credit and other opportunities available to you. If you believe that we have furnished information to a consumer reporting agency that is inaccurate please notify us at the following address and identify the specific information that is inaccurate.**

Forreston State Bank  
996 W Fairview Rd  
Freeport, IL 61032  
815-235-2711

**IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT**  
**Substitute Checks and Your Rights**

**What is a substitute check?**

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

**What are my rights regarding substitute checks?**

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

**How do I make a claim for a refund?**

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

Forreston State Bank  
996 W Fairview Rd  
Freeport, IL 61032  
(815)235-2711

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include —

- ◆ A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- ◆ An estimate of the amount of your loss;
- ◆ An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- ◆ A copy of the substitute check or the following information to help us identify the substitute check: the check  
number, the amount of the check and the name of the person to whom you wrote the check



# FORRESTON

STATE BANK

FEE SCHEDULE - EFFECTIVE 05/09/2017



## ACCOUNT SERVICES

|  |       |
|--|-------|
| Account Activity Printout Fee                                | 3.00  |
| Account Balance Assistance Fee (per hour) Minimum 1 hour     | 25.00 |
| Account Closed Within 90 Days of Opening                     | 25.00 |
| Account Research Fee (per hour) Minimum 1 Hour               | 25.00 |
| Automatic Transfer Fee (per transfer on overdraft coverage)  | 7.00  |
| Checking Inactivity (monthly charge after 1 year inactivity) | 5.00  |
| Copy of Paid Check   | 3.00  |
| Copy of Previous Statement                                   | 5.00  |
| Escheat/Abandoned Account Fee                                | 50.00 |
| Foreign Currency Exchange (Purchase Only)                    | 15.00 |
| Image CD- Annual   | 25.00 |
| Image CD- Monthly  | 10.00 |
| Indemnity Bond   | 30.00 |
| IRA Transfer/Closure (per account)                           | 25.00 |
| Savings Inactivity (monthly charge after 2 years inactivity) | 5.00  |
| Savings/Money Market Withdrawal in Excess of 6 Per Month     | 5.00  |
| Stop Payment Fee   | 30.00 |
| Telephone Transfer Fee                                       | 3.00  |
| Temporary Checks- 4 Checks                                   | 4.00  |

## DEBIT CARDS

|                  |       |
|------------------|-------|
| Card Replacement | 20.00 |
|------------------|-------|

## MISCELLANEOUS SERVICES

|  |               |
|--|---------------|
| Cashier's Check                                    | 5.00          |
| Collection Item (Incoming)                         | 25.00         |
| Collection Item (Outgoing)                         | 50.00         |
| Check Collection (Canadian/All Other Foreign)      | 7.00 - 100.00 |
| Fax - Incoming (per page)                          | 1.00          |
| Fax - Outgoing (per page)                          | 2.00          |
| Garnishment/Levy Processing                        | 75.00         |
| Money Orders                                       | 4.00          |
| Photocopies (Per Page)                             | 1.00          |
| PopMoney® Next Day Transfer (maximum per transfer) | 2.00          |
| Security Tokens (Remote Deposit/Payroll)           | 50.00         |
| Visa Gift Card                                     | 3.00          |
| Zipper Bag   | 7.00          |
| Night Depository Locked Bag                        | 15.00         |

## OVERDRAFT/NSF

|  |        |
|--|--------|
| Overdraft/Return Item Fee  | 30.00  |
| The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: Check, in-person withdrawal, ATM withdrawal, or other electronic means |        |
| Daily Max NSF Paid/ Return Item  | 150.00 |

## SAFE DEPOSIT BOXES

|   |        |
|---|--------|
| Delinquency Charge (per month after 30 days delinquent) | 10.00  |
| Drilling  | 225.00 |
| Replacement Box Key                                     | 60.00  |
| <b>Forreston</b>  |        |
| 3 X 5 Box (Small)                                       | 20.00  |
| 3 x 10 Box (Medium)                                     | 35.00  |
| 5 x 10 Box (Large)                                      | 50.00  |
| <b>Freeport</b>   |        |
| 3 x 10 (Small)  | 20.00  |
| 5 x 10 Box (Medium)                                     | 50.00  |
| 9 x 10 Box (Large)                                      | 55.00  |
| <b>Kent</b>   |        |
| 2 x 5 Box (Small)                                       | 20.00  |
| 3 x 10 Box (Medium)                                     | 35.00  |
| 5 x 10 Box (Large)                                      | 50.00  |
| 10 x 10 Box (X-Large)                                   | 65.00  |

## WIRE TRANSFER

|                   |       |
|-------------------|-------|
| Domestic Incoming | 15.00 |
| Domestic Outgoing | 30.00 |
| Foreign Incoming  | 25.00 |
| Foreign Outgoing  | 70.00 |



Your Secure Checking account is about to work for you.  
Now it's time to start taking advantage of the benefits and features your account offers:

**IDProtect®** – Identity theft monitoring and resolution service for you, your joint account holders, and eligible family members<sup>1</sup>

- o **Up to \$10,000 Identity Theft Expense Reimbursement Coverage<sup>2</sup>** for expenses associated with restoring your identity.
- o **Fully managed Identity Theft Resolution Services** – access to a dedicated fraud specialist assigned to manage your case until your identity is restored.
- o **Debit and credit card registration (Registration/activation required.)**
- o **Credit File Monitoring<sup>3</sup>** – daily credit file monitoring and automated alerts of key changes to your Experian, Equifax and TransUnion credit reports **(Registration/activation required.)**
- o **3-in-1 Credit Report** - request new 3-in-1 report every 90 days or upon receipt of credit alert **(Registration/activation required.)**
- o **Credit Score** - receive new single bureau credit score with every new credit report
- o *Credit Score is a VantageScore 3.0 based on single bureau data. Third Parties may use a different VantageScore or a different type of credit score to assess your credit worthiness. (Registration/activation required)*
- o **Total Identity Monitoring** – monitoring of over 1,000 databases. **(Registration/activation may be required.)**
- o **Online Identity Theft News Center and Valuable Phone and Web Resources (Registration/activation required.)**

**Cellular Telephone Protection<sup>2</sup>** – Receive up to \$300 of replacement or repair costs if your cell phone is stolen or damaged, in the U.S. and abroad. *(Please see Guide to Benefit for additional details regarding eligibility, terms and exclusions. Cellular telephone bill must be paid through this account)*

**Up to \$10,000 of 24-hour Accidental Death & Dismemberment Insurance<sup>2</sup>** - Receive up to \$10,000 of 24-hour Accidental Death & Dismemberment Insurance. (Coverage divides equally on joint accounts and reduces by 50% at age 70.) *Please see Description of Coverage for terms, conditions and exclusions.*

**Registration and activation is easy!**



Go to [www.IDProtectMe247.com](http://www.IDProtectMe247.com) using Access Code ----- and follow the simple step-by-step instructions to register and activate benefits, or



Call 1-866-210-0361 for assistance with registration and activation. You will be asked for your Access Code if registering by phone.



Once you are registered, accessing your benefits will be easy – online at [www.IDProtectMe247.com](http://www.IDProtectMe247.com) or with the IDProtect® mobile app! Mobile app instructions are available online at IDProtect® website.

Thank you for allowing us to serve your financial needs. We appreciate your trust in us. If you have any questions regarding your checking account, ask a representative with Forreston State Bank.

Sincerely,

Forreston State Bank

<sup>1</sup>IDProtect service is a personal identity theft protection service available to personal checking account owners, their joint account owners and their eligible family members. The service is available to non-publicly traded businesses and their business owner(s) listed on the account and their eligible family members (service not available to employees or authorized signers who are not owners). Service is not available to a "signer" on the account who is not an account owner. Service is not available to clubs, organizations and/or churches and their members, schools and their employees/students. For revocable grantor trusts, the service is available only when a grantor is serving as a trustee and covers the grantor trustee(s) and their eligible family members. For all other fiduciary accounts, the service covers the beneficiary, who must be the primary member, and their eligible family members (Fiduciary is not covered). Family includes: Spouse, persons qualifying as domestic partner, and children under 25 years of age and parent(s) of the account holder who are residents of the same household.

<sup>2</sup> Special Program Notes: The descriptions herein are summaries only and do not include all terms, conditions and exclusions of the Benefits described. Please refer to the actual Guide to Benefits and/or insurance documents for complete details of coverage and exclusions. Coverage is provided through the company named in the Guide to Benefit or on the certificate of insurance.

<sup>3</sup> Credit file monitoring may take several days to begin following activation.



## **TIPS TO SAFEGUARD YOUR IDENTITY**

- Tip 1.** Go to [www.IDProtectMe247.com](http://www.IDProtectMe247.com) and register and activate your credit file monitoring benefits and request your credit report, or call 1-877-210-0361.
- Tip 2.** Remove your name from pre-screened credit offers at [www.optoutprescreen.com](http://www.optoutprescreen.com) or call 1-888-567-8688.
- Tip 3.** Add your telephone number(s) to the National Do Not Call Registry at [www.donotcall.gov](http://www.donotcall.gov) or call 1-888-382-1222.
- Tip 4.** Remove your name from individual Direct Mail Association Member mailing lists at [www.dmachoice.org](http://www.dmachoice.org).
- Tip 5.** Place an alert on your credit file if you believe you have been affected by identity theft. Go to the IDProtect website to find the link to the Equifax® Fraud Alert Website or you may call Equifax® at 1-888-766-0008 or mail to Equifax Consumer Fraud Division, PO Box 740256, Atlanta, GA 30374. If you place an alert with one of the credit reporting agencies they will in turn notify the other two agencies. Information for TransUnion® and Experian® can be found on the IDProtect website.
- Tip 6.** In addition to contacting the three credit reporting agencies, you may request a credit report and place a fraud alert at [www.innovis.com](http://www.innovis.com). Click on the Personal Services tab to get a credit report and place an alert on your file. Innovis offers one free copy of your Innovis Credit Report every 12 months.
- Tip 7.** To receive free email reminders to renew your fraud alerts and reorder your credit reports, register your email address with the IDProtect website.
- Tip 8.** For additional copies of your credit report, go to [www.annualcreditreport.com](http://www.annualcreditreport.com) or call 1-877-322-8228.
- Tip 9.** Avoid carrying Social Security cards, birth certificates or passports and extra credit cards. If you carry a health care card and your Social Security number is used as your ID number, ask if it can be changed.
- Tip 10.** Avoid using unsecured mailboxes. Promptly remove mail from your mailbox. Deposit outgoing mail containing personal information at your local post office. If you can't pick up your mail, contact the U.S. Postal Service at 1-800-275-8777 or [www.usps.gov](http://www.usps.gov) to request a vacation hold.
- Tip 11.** Pay attention to billing cycles. If bills or financial statements are late or you fail to receive, contact the sender immediately.
- Tip 12.** Select intricate passwords – don't use information that is easily available like your birth date, your mother's maiden name, phone number, or the last four digits of your Social Security number. Don't store passwords in your phone or carry them in your purse or wallet.
- Tip 13.** Shred your mail and important documents when disposing of bank statements, credit card bills, convenience checks, pre-approved credit offers, insurance statements and other documents that may contain personal information.
- Tip 14.** Handle your personal identifying information with care. Don't give out personal information on the phone, through the mail or over the internet unless you initiated the contact.

### **What if you have been impacted by Identity Theft?**

If you have been affected by identity theft, a specialist will be available to assist you right away.

Simply call the IDProtect Service Center at 1-866-210-0361 for help with questions or to file an Identity Fraud Expense Reimbursement claim (please have your Identity Theft Guide to Benefit available when calling).

To speak to a Resolution Fraud Specialist: M-F, 8:30am-5:00pm – call 1-866-210-0361.



For more information or to report a claim, call:

Benefits Service Center  
1-866-210-0361, M-F, 8:30 am – 5:00 pm EST  
Or visit [www.IDProtectMe247.com](http://www.IDProtectMe247.com)  
Access Code: -----

After Hours Assistance:  
Lost/Stolen Credit/Debit Cards – call 1-866-210-0361



For more information or to report a claim, call:

Benefits Service Center  
1-866-210-0361, M-F, 8:30 am – 5:00 pm EST  
Or visit [www.IDProtectMe247.com](http://www.IDProtectMe247.com)  
Access Code: -----

After Hours Assistance:  
Lost/Stolen Credit/Debit Cards – call 1-866-210-0361



## Personal Identity Theft

This Guide to Benefit describes the benefit in effect as of the date your financial institution elected this coverage. This benefit and description supersedes any prior benefit and description you may have received earlier. Please read and retain for your records.

Your eligibility is determined by the date your financial institution enrolled your account in the benefit.

## What is the Personal Identity Theft benefit?

The Personal Identity Theft benefit offers reimbursement for covered expenses you incur to restore your identity. It also offers reimbursement for covered expenses your Family Members incur to restore their identity. The maximum reimbursement payable as a result of a Covered Stolen Identity Event is \$10,000.

## Who is eligible for this benefit?

To be eligible for this benefit, you must be a valid accountholder, or the Family Member of an accountholder who lives with the accountholder, and reside in the United States or Canada. Family Member means your spouse, dependent children under the age of twenty-five (25), and your parents, who permanently live in the same residence as you at the time of the Covered Stolen Identity Event.

## What is a Covered Stolen Identity Event?

“Covered Stolen Identity Event” means the theft or unauthorized or illegal use of your name, Social Security number, or any other method of identifying you, the accountholder. For Family Members, it means the theft or unauthorized or illegal use of the Family member's name, Social Security number, or any method of identifying the Family Member.

## What is covered?

Covered costs under the Personal Identity Theft benefit are:

- Costs you or your Family Members incur for re-filing applications for loans, grants, or other credit or debt instruments that are rejected solely because the lender received incorrect information as a result of a Covered Stolen Identity Event.
- Costs for notarizing affidavits or other similar documents, long distance telephone calls, and postage reasonably incurred as a result of your or your Family's efforts to report a Covered Stolen Identity Event or to amend or rectify records as to your or your Family Members' true name or identity as a result of a Covered Stolen Identity Event.
- Reasonable and necessary costs incurred by you or your Family Member for ordering medical records for the purpose of amending and/or rectifying these documents as a direct result of a Covered Stolen Identity Event.
- Costs incurred by you or your Family Member for a maximum of six (6) credit reports, requested as a result of a Covered Stolen Identity Event, from any entity approved by the Benefit Administrator.
- Actual lost wages for time taken away from your work premises solely as a result of your efforts to amend or rectify records as to your or your Family Member's true name or identity as a result of a Covered Stolen Identity Event.
- Costs for reasonable fees for an attorney appointed by the Benefit Administrator and related court fees you incur with the consent of the Benefit Administrator for: (1) suits brought against you or your Family Member by a creditor or collection agency or similar entity acting on behalf of a creditor for nonpayment of goods or services or default on a loan, (2) removing any civil judgments wrongfully entered against you or your Family Member, (3) defending criminal charges brought against you or your Family Member, provided, it has been established that the covered individual was not

in fact the perpetrator; as a result of a Covered Stolen Identity Event.

- Reasonable and necessary cost of travel within the United States incurred as a result of your efforts to amend or rectify records as to your or your Family Member's true name or identity as a result of a Covered Stolen Identity Event.
- Reasonable and necessary costs for elder care, spouse care, or child care incurred as a result of your efforts to amend or rectify records as to your or your Family Member's true name or identity as a result of a Covered Stolen Identity Event.

## What is not covered?

- Any dishonest, criminal, malicious, or fraudulent acts by you or your Family Member.
- Any damages, loss, or indemnification unless otherwise stated in this disclosure.
- Costs associated with any legal action or suit other than those set forth under Covered costs.
- Sick days and any time taken from self-employment.
- Any costs as a result of theft or unauthorized use of an account by a person to whom the account has been entrusted.

## Is there a charge for these services?

No. Your financial institution provides this benefit to you at no additional cost.

## When and where does this benefit apply?

Payment for Covered costs will be limited to costs incurred in the United States, its territories and possessions, Puerto Rico, or Canada for a loss occurring during the benefit period.

### **How do I file a claim?**

Call our Benefit Administrator, toll-free, at **(866) 210 – 0361** immediately when you reasonably believe a Covered Stolen Identity Event has occurred and provide information including, but not limited to how, when, and where the Covered Stolen Identity Event occurred, as well as who was impacted.

The Benefit Administrator may also require other reasonable information or documents regarding the loss.

### **What documents need to be submitted with my claim?**

A signed, sworn proof of loss or affidavit containing the information requested by the Benefit Administrator must be submitted within ninety (90) days of discovery of the Covered Stolen Identity Event.

### **How will I be reimbursed?**

Once your claim has been verified, under normal circumstances, reimbursement will be initiated within five (5) business days of receipt and approval of all required documents.

### **Do I have to do anything else?**

- If you reasonably believe that a law may have been broken, a report must promptly be filed with the police.
- You and your Family Members must take all reasonable steps to mitigate possible costs.

### **Additional Provisions for Personal Identity Theft:**

This benefit applies to you, an eligible account holder. This benefit also provides coverage for your Family Members. You and your Family Members must use due diligence and do all things reasonable to avoid or diminish any loss of or damage to property protected by the benefit.

If you make any claim knowing it to be false or fraudulent, no coverage shall exist for such claim. In addition, this benefit may be canceled. Each accountholder agrees that representations regarding claims will be accurate and complete. Any and all relevant provisions shall be void in any case of fraud, intentional concealment, or misrepresentation of material fact.

Once you report a Covered Stolen Identity Event, a claim file will be opened and shall remain open for six (6) months from the date of the Covered Stolen Identity Event. No payment will be made on a claim that is not completely substantiated in the manner required by the Benefit Administrator within six (6) months of the Covered Stolen Identity Event.

After the Benefit Administrator has paid your claim of loss or damage, all your rights and remedies against any party in respect of this loss or damage will be transferred to the Benefit Administrator to the extent of the payment made to you. You must give the Benefit Administrator all assistance as may reasonably be required to secure all rights and remedies.

No legal action for a claim may be brought until sixty (60) days after we receive a Proof of Loss. No legal action against us may be brought more than three (3) years after the time for giving Proof of Loss. Further, no legal action may be brought against us unless all the terms of this Guide to Benefit have been complied with fully.

This benefit is provided to eligible accountholders at no additional cost and is in effect for acts occurring while the benefit is in effect. The terms and conditions contained in this Guide to Benefit may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide to Benefit mailings, statement inserts, or statement messages. The benefit described in this Guide to Benefit will not apply to accountholders whose accounts have been suspended or canceled.

Termination dates may vary by financial institutions. Your financial institution can cancel or non-renew this benefit, and if they do, they will notify you at least

thirty (30) days in advance. This information is a description of the benefit provided to you as an accountholder.

**For general questions regarding this benefit, call the Benefit Administrator at (866) 210 – 0361.**

**Services and benefits are insured under a policy from Plateau Casualty Insurance Company, 2701 North Main Street, Crossville, TN.**

# Cellular Telephone Protection

# Guide to Benefit

## Cellular Telephone Protection

This Guide to Benefit describes the benefit in effect as of the date your financial institution elected this coverage. This benefit and description supersedes any prior benefit and description you may have received earlier. Please read and retain for your records.

Your eligibility is determined by the date your financial institution enrolled your account in the benefit.

## What is Cellular Telephone Protection?

Subject to the terms and conditions provided in this Guide to Benefit, Cellular Telephone Protection will reimburse the enrolled accountholder (the "Accountholder", also referred to as "You" or "Your") for damage to or theft of eligible Cellular Wireless Telephones. Eligible Cellular Wireless Telephones are the primary line and up to the first two secondary, additional, or supplemental lines as listed on Your cellular provider's monthly billing statement for the billing cycle preceding the month in which the theft or damage occurred. Cellular Telephone Protection is subject to a fifty-dollar (\$50.00) deductible per claim and a maximum of two (2) claims per twelve (12) month period. The maximum benefit limit is \$300.00 per claim and \$600.00 per twelve (12) month period.

## Who is eligible for this protection?

To be eligible for Cellular Telephone Protection, You must be an accountholder of an eligible U.S.-based financial institution enrolled in the Cellular Telephone Protection benefit and pay Your monthly Cellular Wireless Telephone bills with Your eligible account. Only Cellular Wireless Telephones purchased by the Accountholder will be covered.

Following the benefit effective date set forth above, Your Cellular Telephone Protection begins the first day of the calendar month following the payment of the Cellular Wireless Telephone bill using an eligible

account. If the Accountholder fails to make a Cellular Wireless Telephone bill payment for a particular month, the Cellular Telephone Protection is suspended. Provided the Cellular Telephone Protection continues to be offered, the benefit will resume on the first day of the calendar month following the date of any future Cellular Wireless Telephone bill payment with the eligible account.

## What type of protection is this?

Cellular Telephone Protection is supplemental to, and excess of, valid and collectible insurance or indemnity (including, but not limited to, Cellular Wireless Telephone insurance programs, homeowner's, renter's, automobile, or employer's insurance policies). After all insurance or indemnity has been exhausted, Cellular Telephone Protection will cover the damage or theft up to \$300.00 per claim, subject the terms, conditions, exclusions, and limits of liability of this benefit as well as the fifty-dollar (\$50.00) deductible. The maximum limit of liability is \$300.00 per claim occurrence, and \$600.00 per twelve (12) month period.

You will receive no more than the purchase price less Your fifty-dollar (\$50.00) deductible as recorded on Your submitted receipt.

## What is not covered?

- Cellular Wireless Telephone accessories other than standard battery and/or standard antenna provided by the manufacturer.
- Cellular Wireless Telephones purchased for resale, professional, or commercial use.
- Cellular Wireless Telephones that are lost or "mysteriously disappear." "Mysterious disappearance" means the vanishing of an item in an unexplained manner where there is absence of evidence of a wrongful act by a person or persons.
- Cellular Wireless Telephones under the care and control of a common carrier (including, but not limited to, U.S. Postal Service, airplanes, or delivery service).

- Cellular Wireless Telephones stolen from baggage unless hand-carried and under Your personal supervision, or under the supervision of Your traveling companion who is previously known to You.
- Cellular Wireless Telephones stolen from a construction site.
- Cellular Wireless Telephones which have been rented, borrowed or Cellular Wireless Telephones that are received as part of a pre-paid plan or "pay as you go" type plans.
- Cosmetic damage to the Cellular Wireless Telephone or damage that does not impact the Cellular Wireless Telephone's ability to make or receive phone calls.
- Damage or theft resulting from abuse, intentional acts, fraud, hostilities of any kind (including, but not limited to, war, invasion, rebellion, or insurrection), confiscation by the authorities, risks of contraband, illegal activities, normal wear and tear, flood, earthquake, radioactive contamination, or damage from inherent product defects or vermin.
- Damage or theft resulting from misdelivery or voluntary parting with the Cellular Wireless Telephone.
- Replacement Cellular Wireless Telephone not purchased from a cellular service provider's retail or Internet store (or authorized reseller).
- Taxes, delivery and transportation charges, and any fees associated with the cellular service provider.

## Do I need to keep copies of receipts or any other records?

Yes. If You want to file a claim, You will need copies of Your account statement reflecting monthly Cellular Wireless Telephone bill payments during the time of the damage or theft and Your store receipt for purchase of Your new Cellular Wireless Telephone.

## How do I file a claim?

Call the Benefit Administrator at **(866) 210 - 0361** within sixty (60) days of damage or theft. Please note: If You do not give such notice within sixty (60) days after the damage or theft Your claim may be denied.

The Benefit Administrator representative will ask You for some preliminary claim information and send You the appropriate claim form. This claim form must be completed, signed, and returned with all the requested documentation within ninety (90) days from the date of damage or theft of the eligible Cellular Wireless Telephone or Your claim may be denied.

### **What do I need to submit with my claim?**

- Your completed and signed claim form.
- Copies of Your account statement reflecting the entire monthly Cellular Wireless Telephone payments for the month preceding the date of damage or theft.
- A copy of Your Cellular Wireless service provider billing statement that reflects that the Cellular Wireless account was in good standing at the time of damage or theft.
- A copy of the original Cellular Wireless Telephone purchase receipt or other sufficient proof, as determined in the Benefit Administrator's sole discretion, of the Cellular Wireless Telephone model currently linked to Your Cellular Wireless Telephone account.
- If the claim is due to theft or criminal action, a copy of the police report filed within forty-eight (48) hours of the occurrence.
- If the claim is due to damage, a copy of an insurance claim or other report as the Benefit Administrator, in its sole discretion, deems necessary to determine eligibility for coverage. In addition, the Benefit Administrator may, in its sole discretion, require (a) an itemized estimate of repair from an authorized Cellular Wireless Telephone repair facility; or (b) the Accountholder to submit the Cellular Wireless Telephone to the Benefit Administrator to evaluate the damage; or (c) an itemized store receipt for the replacement Cellular Wireless Telephone showing the purchase was made at a Cellular Wireless service provider's retail or Internet store (for example: Verizon Wireless, AT&T, Sprint, etc.).
- If the claim amount is less than Your personal homeowner's, renter's, or automobile insurance deductible, a copy of Your insurance policy personal declaration page is sufficient for Your claim. If the claim amount is greater than Your personal homeowner's, renter's, or automobile insurance deductible, You are required to file a claim with Your applicable insurance company and to submit a copy of any claims settlement from Your insurance company along with Your claim form.

- Documentation (if available) of any other settlement of the claim.
- Any other documentation deemed necessary, in the Benefit Administrator's sole discretion, to substantiate Your claim. All claims must be fully substantiated as to the time, place, cause, and purchase price of the Cellular Wireless Telephone.

### **How will I be reimbursed?**

Depending on the nature and circumstances of the damage or theft, the Benefit Administrator, at its sole discretion, may choose to repair or replace the Cellular Wireless Telephone or reimburse the Accountholder for the lesser of a) \$300.00 excess of the fifty-dollar (\$50.00) deductible; or b) the current suggested retail price of a replacement Cellular Wireless Telephone of like kind and quality, excluding taxes, delivery and transportation charges, and any fees associated with the Cellular Wireless Telephone service provider, less the fifty-dollar (\$50.00) deductible.

Please note: Cellular Telephone Protection is subject to a maximum of two (2) claim occurrences per twelve (12) month period. Under normal circumstances, reimbursement will take place within ten (10) business days of receipt and approval of claim form and all required documents.

### **Additional Provisions for Cellular Telephone Protection:**

This protection provides benefits only to You, an eligible Accountholder. You shall use due diligence and do all things reasonable to avoid or diminish any loss or damage to the Cellular Wireless Telephone from damage or theft. This provision will not be applied unreasonably to avoid claims.

If You make any claim knowing it to be false or fraudulent in any respect including, but not limited to, the cost of repair services, no coverage shall exist for such claim and the Cellular Telephone Protection benefit may be canceled. Each Accountholder agrees that representations regarding claims will be accurate and complete. Any and all relevant provisions shall be void in any case of fraud, intentional concealment, or misrepresentation of material fact.

Once You report an occurrence of damage or theft, a claim file will be opened and shall remain open for six (6) months from the date of the damage or theft.

No payment will be made on a claim that is not completely substantiated in the manner required by the Benefit Administrator within six (6) months of the date of damage or theft.

After the Benefit Administrator has paid Your claim, all Your rights and remedies against any party in respect of this claim will be transferred to the Benefit Administrator to the extent of payment made to You. You must give all assistance as may be reasonably necessary to secure all rights and remedies.

No legal action for a claim may be brought against Us until sixty (60) days after the Benefit Administrator receives all necessary documentation needed to substantiate damage or theft. After the expiration of three (3) years from the time written Proof of Loss was to be provided, no action shall be brought to recover on this benefit. Further, no legal action may be brought against Us unless the terms and conditions of this Guide to Benefit have been complied with fully.

This benefit is provided to eligible Accountholders at no additional cost. The terms and conditions contained in this Guide to Benefit may be modified by subsequent endorsements.

Modifications to the terms and conditions may be provided via additional Guide to Benefit mailings, statement inserts, or statement messages. The benefit described in this Guide to Benefit will not apply to Accountholders whose accounts have been suspended or canceled. The Cellular Telephone Protection described in this Guide to Benefit will not apply to Accountholders whose applicable account(s) are closed, delinquent, or otherwise in default.

Termination dates may vary by financial institution. Your financial institution can cancel or non-renew the benefit, and if they do, they will notify You at least thirty (30) days in advance. This information describes the benefit provided to You as an Accountholder.

**For general questions regarding this benefit, call the Benefit Administrator at (866) 210 – 0361.**

**Services and benefits are insured under a policy from Plateau Casualty Insurance Company, 2701 North Main Street, Crossville, TN.**

# PLATEAU INSURANCE COMPANY

2701 North Main Street, Crossville, TN 38555 Ph.(800) 752-8328

(herein referred to as the Company)

Policyholder: Econ-O-Check Association

Policy Number: 21201

## BLANKET ACCIDENT INSURANCE DESCRIPTION OF COVERAGE

### Who Is Eligible

The persons eligible for coverage under the Blanket Policy (herein called the Policy) issued to the Policyholder are all members of Policyholder (herein called You or Your) who have elected a membership package.

### What Activities are Covered

Accident insurance is provided if You suffer an Injury while participating in a Covered Activity(ies). A Covered Activity(ies) is defined in the Policy as any activity(ies) that is not listed in Exclusions. Covered Activity(ies) are:

24 Hour Accidental Injury

### Definitions

**Injury** shall mean bodily injury caused by an accident that: (1) occurs while the Policy is in force as to the person whose injury is the basis of claim; (2) occurs while such person is participating in a Covered Activity; and (3) results directly and independently of all other causes in a covered loss.

### Your Effective and Termination Dates

**Effective Date.** Your coverage under the Policy begins, provided premiums have been paid by You or on Your behalf, on the later of: 1) the date the Policy becomes effective; or 2) the date Your written enrollment is received by us, the Program Sponsor or Policyholder.

**Termination Date.** Your coverage under the Policy ends on the earliest of: (1) the date the Policy is terminated, (2) the end of the period for which Your premiums have been paid; or (3) the date You cease to be a member of Policyholder as per the records of the Program Sponsor.

### Schedule of Benefits - Accidental Death and Dismemberment Benefit

#### Covered Activity(ies):

#### 24 Hour Coverage

Maximum Amount

\$10,000

Benefits provided under a joint membership will be divided equally among all joint members who are on file with the Policyholder. In the event of a claim, the benefit for the claimant will be the percentage of the Maximum Amount equal to his or her percentage interest in the joint membership.

The Aggregate Limit is \$5,000,000 per accident for all plans combined.

### Description of Benefits

**Maximum Amount.** As applicable to each Benefit provided by the Policy for each Insured, Maximum Amount means the amount shown as the maximum amount for that Benefit for the Insured's eligible class, subject to the Reduction Schedule.

**Reduction Schedule.** The Maximum Amount for 24 Hour Accidental Injury Coverage used to determine the amount payable for a loss will be reduced if an Insured is age 70 or older on the date of the accident causing the loss with respect to the Benefit(s) provided by the Policy. The Maximum Amount for 24 Hour Accidental Injury Coverage is reduced to a percentage of the Maximum Amount that would be used if the Insured were under age 70 on the date of the accident, according to the following schedule: 50% of the benefit at Age 70.

Premium for an Insured age 70 or older is based on 100% of the coverage that would be in effect if the Insured were under age 70. "Age" as used above refers to the age of the Insured on the Insured's most recent birthday, regardless of the actual time of birth.

The Maximum Amounts as shown above in the Schedule of Benefits are used to determine amounts payable under each Benefit. Actual amounts payable will not exceed the maximums, and may be less than the maximums under circumstances specified in the Policy.

**Accidental Death.** If You suffer an Injury that results in death within 365 days of the date of the accident that caused the Injury, the Company will pay 100% of the Maximum Amount.

**Accidental Dismemberment Benefit.** If Injury to the Insured results, within 365 days of the date of the accident that caused the Injury, in any one of the Losses specified below, the Company will pay the percentage of the Maximum Amount shown below for that Loss:

|                                   |      |                                     |      |
|-----------------------------------|------|-------------------------------------|------|
| Both Hands or Both Feet           | 100% | Speech and Hearing in Both Ears     | 100% |
| Sight of Both Eyes                | 100% | One Hand or One Foot                | 50%  |
| One Hand and One Foot             | 100% | The Sight of One Eye                | 50%  |
| One Hand and the Sight of One Eye | 100% | Speech or Hearing in Both Ears      | 50%  |
| One Foot and the Sight of One Eye | 100% | Thumb and Index Finger of Same Hand | 25%  |

'Loss' of a hand or foot means complete severance through or above the wrist or ankle joint. 'Loss' of sight of an eye means total and irrecoverable loss of the entire sight in that eye. 'Loss' of hearing in an ear means total and irrecoverable loss of the entire ability to hear in that ear. 'Loss' of speech means total and irrecoverable loss of the entire ability to speak. 'Loss' of thumb and index finger means complete severance through or above the metacarpophalangeal joint of both digits.

If more than one Loss is sustained by an Insured as a result of the same accident, only one amount, the largest, will be paid.

**Exposure and Disappearance.** If by reason of an accident occurring while an Insured's coverage is in force under the Policy, the Insured is unavoidably exposed to the elements and as a result of such exposure suffers a loss for which a benefit is otherwise payable under the Policy, the loss will be covered under the terms of the Policy.

If the body of an Insured has not been found within one year of the disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which the person was an occupant while covered under the Policy, then it will be deemed, subject to all other terms and provisions of the Policy, that the Insured has suffered accidental death within the meaning of the Policy.

**Limitation on Multiple Covered Benefits.** If an Insured suffers one or more losses from the same accident for which amounts are payable under more than one of the Benefits provided by this Policy, the maximum amount payable under all of the Benefits combined will not exceed the amount payable for one of those losses, the largest.

**Limitation on Multiple Covered Activities.** If an Insured's Injury is caused by an accident that occurs while the Insured is participating in more than one Covered Activity applicable to that Insured, and if the same Benefit applies to that Insured with respect to more than one such Covered Activity, then for Policy purposes the Maximum Amount for that Benefit for that Insured for that accident will be determined as though the accident occurred while the Insured was participating in only one such Covered Activity, the one with the largest Maximum Amount for that Benefit for that person.

**Multiple Memberships.** If an Insured has two or more memberships, the maximum amount payable will be no more than two times the largest maximum amount payable for that loss.

**Aggregate Limit.** The maximum amount payable under this Policy may be reduced if more than one Insured suffers a loss as a result of the same accident, and if amounts are payable for those losses under one or more of the Benefits provided by this Policy. The maximum amount payable for all such losses for all Insureds under all those Benefits combined will not exceed the amount shown as the Aggregate Limit in the Benefit Schedule. If the combined maximum amount otherwise payable for all Insureds must be reduced to comply with this provision, the reduction will be taken by applying the same percentage of reduction to the individual maximum amount otherwise payable for each Insured for all such losses under all those Benefits combined. Aggregate Limit \$5,000,000 per accident for all plans combined.

**Exclusions:** The Policy does not cover any loss caused in whole or in part by, or resulting in whole or in part from: 1) suicide or any attempt at suicide or intentionally self-inflicted injury or any attempt at intentionally self-inflicted injury; 2) sickness, disease or infections of any kind; except bacterial infections due to an accidental cut or wound, botulism or ptomaine poisoning; 3) declared or undeclared war, or any act of declared or undeclared war (Note: This policy covers Armed Services Personnel only for loss resulting from non-military or non-combat activities within the United States of America); 4) travel or flight in or on (including getting in or out of, or on or off of) any vehicle used for aerial navigation, if You are: a. riding as a passenger in any aircraft not licensed for the transportation of passengers; b. performing, learning to perform or instructing others to perform as a pilot or crew member of any aircraft; 5) Your being under the influence of drugs or intoxicants, unless taken under the advice of a physician.

**Claims Procedures:** All claims should be reported to the Policyholder as soon as possible at the following phone number: Econ-O-Check Association – Insurance Service Center/Claims Department, 3 Gresham Landing, Stockbridge, GA 30281, ph: (866) 210-0361.

The Company will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not sent within 15 days after the giving of notice, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in this Policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. The written proof should include the Insured's name, the Policyholder's name and the Policy number. Written proof of loss must be furnished to the Company within 90 days after the date of the loss. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible and in no event, except in the absence of legal capacity of the claimant, later than one year from the time proof is otherwise required. Upon receipt of due written proof of loss, payment for a covered loss of life of an Insured will be made to the beneficiary or beneficiaries designated by the Insured and filed with Company. If there is no designated beneficiary or no designated beneficiary is living after Insured's death, the benefits will be paid in equal shares, to the survivors in the first surviving class of those that follow: the Insured's (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is the Insured's estate. Any payment the Company makes in good faith fully discharges the company's liability to the extent of the payment made. Benefits payable under this Policy for any covered loss will be paid within 30 days of the Company's receipt of due written proof of the loss.

**IMPORTANT:** If any conflict should arise between the contents of this Description of Coverage and the Master Policy (underwritten by Plateau Insurance Company of Crossville, Tennessee, referred to as the Company), or if any point is not covered herein, the terms and conditions of the Master Policy will govern in all cases.

**FORRESTON STATE BANK**  
**MEMBERSHIP ENROLLMENT/AGREEMENT**

Customer Name (print): \_\_\_\_\_

Checking Account Number: \_\_\_\_\_

Member acknowledges receipt of the program membership materials and agrees to the terms of the insurance coverage, other services, any applicable monthly membership dues, and any announced changes in services or fees. The program selected includes insurance as described in the insurance certificate. Refer to insurance certificate for coverage details and all terms of the coverage.

**I have read and acknowledge receipt of the disclosures and Membership Agreement below.**

Customer Signature: \_\_\_\_\_  
Required Date

**Membership Agreement** *(Please read carefully before signing)*

Upon signing this Membership Enrollment, you and any joint holders of your account, and family members if applicable, are enrolled as members of Econ-O-Check Association (EA) (Member). As soon as your signed enrollment is received by your Financial Institution (FI), your club checking account will go into effect, as well as your membership with EA. The benefits of the program, including your insurance coverage, will also take effect as of this date. Some of the benefits provided with your club checking account and EA membership may require registration and activation. These additional benefits are available to Member at no additional cost and must be requested by Member – instructions are provided in the membership kit. Benefits and/or insurance coverage will end the earliest of: (1) the first of the month after the month in which dues were last paid, (2) termination of your membership, or (3) termination of the policy. A detailed insurance certificate can be found in your membership kit. Checking account fee (if applicable) will be deducted from your checking account by your FI and will be used to cover the cost of membership dues for EA and any insurance premium. Upon completion of this enrollment form, this sponsorship results in an EA membership provided to the Member, of which your financial institution is a sponsor.

**This insurance product is not a deposit; not FDIC insured; not insured by any federal government agency; and is not guaranteed by the financial institution/affiliate.**

**For Accidental Death Coverage:**

*Account holder #1: I wish to name as my beneficiary:*

1. \_\_\_\_\_ Percentage: \_\_\_\_\_
2. \_\_\_\_\_ Percentage: \_\_\_\_\_
3. \_\_\_\_\_ Percentage: \_\_\_\_\_

*Account holder #2: I wish to name as my beneficiary:*

1. \_\_\_\_\_ Percentage: \_\_\_\_\_
2. \_\_\_\_\_ Percentage: \_\_\_\_\_
3. \_\_\_\_\_ Percentage: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

**Note:** *If there is no designated beneficiary or no designated beneficiary is living at the time of death, the benefits will be paid in accordance with the master policy on file.*

**FOR FINANCIAL INSTITUTION USE ONLY:**

Financial Services Representative: \_\_\_\_\_

Enrollment Date: \_\_\_\_\_ ☐ Individual Account ☐ Joint Account  
(Date Received by FI)

☐ New Membership Agreement ☐ Beneficiary Change

[Membership Form: 082014]